

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

Earthenia Denise Calloway  
John Wayne Calloway

Debtors

Lakeview Loan Servicing, LLC

Movant

vs.

Earthenia Denise Calloway  
John Wayne Calloway

Debtors

Charles J. DeHart, III Esq.

Trustee

CHAPTER 13

NO. 14-04227 MDF

11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on Debtor's residence is **\$3,016.05**, which breaks down as follows;

Post-Petition Payments:	August 2016 through November 2016 at \$754.85
Suspense Balance	\$3.35
<b>Total Post-Petition Arrears</b>	<b>\$3,016.05</b>

2. Debtors shall cure said arrearages in the following manner;

a). Within fifteen (15) days of the filing of this Stipulation, Debtors shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$3,016.05** along with the pre-petition arrears;

b). Maintenance of monthly mortgage payments that are subject to change under the

Note to the Movant thereafter to the following address:

M&T Bank  
P.O. BOX 62182  
Baltimore, MD 21264  
(800) 724-1633

3. Should debtors provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtors and Debtor's attorney of the default in writing via regular mail and e-mail (to Debtor's Attorney only) and Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtors should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

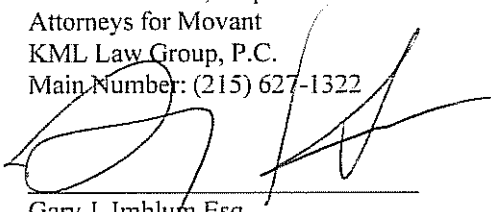
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: November 11, 2016

By: /s/ Thomas I. Puleo, Esquire

Thomas I. Puleo, Esquire  
Attorneys for Movant  
KML Law Group, P.C.  
Main Number: (215) 627-1322

Date: November 11, 2016

  
\_\_\_\_\_  
Gary J. Imblum Esq.  
Attorney for Debtors

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2016. However, the court retains discretion regarding entry of any further order.

\_\_\_\_\_  
Bankruptcy Judge  
Mary D. France

  
\_\_\_\_\_  
James K. Jones, Esq.  
Charles J. DeHart, III, Esq.  
Chapter 13 Office  
Suite A, 8125 Adams Drive  
Hummelstown, PA 17036  
(717) 566-6097